

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 10-11-61625

HUD# 07-12-0081-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

TOWN SQUARE RESIDENTIAL COOPERATIVE

Town Square Apartments LC

8550 Harbach Blvd.

Clive, Iowa 50325

GLACIER PROPERTIES

1925 NW 86th Street

Clive, Iowa 50325

PHIL HORN

Glacier Properties

1925 NW 86th Street

Clive, Iowa 50325

NEVA HERNDON

Glacier Properties

1925 NW 86th Street

Clive, Iowa 50325

COMPLAINANT

L.W. LEQUAN EDWARDS

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant L.W. Lequan Edwards alleged Respondents Phil Horn and Neva Herndon harassed him by name-calling and threats of eviction due to his sex and sexual orientation. Complainant further alleged, Respondents issued him a 7-Day Notice to Cure and threatened him with eviction in retaliation for having filed a previous discrimination complaint. Respondents own or manage the subject property located at 921 Crocker Street, Building 5, Apartment 120, Des Moines, IA 50309.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents agree not to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with that dwelling on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
3. Respondents acknowledge State and Federal Fair Housing Laws make it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 216.8, 216.8A, or 216.15A. Iowa Code § 216.11A; 42 U.S.C. 3617.
4. Respondents acknowledge State and Federal Fair Housing Laws make it unlawful to discriminate or retaliate against another person in any of the rights protected against discrimination by this chapter because such person has lawfully opposed any practice forbidden under this chapter, obeys the provisions of this chapter, or has filed a complaint, testified, or assisted in any proceeding under this chapter. Iowa Code § 216.11(2); 42 U.S.C. 3617.

Voluntary and Full Settlement

5. The parties acknowledge this Predetermination Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

6. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in his complaint are not fully meritorious.

7. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

8. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

9. The parties agree the terms of this agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

Release

10. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Poster

11. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.

Respondents also agree to send documentation to the Commission, verifying the posters have been placed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of receiving a Closing Letter from the Commission.

Relief for Complainant

12. Respondents agree to pay Complainant \$500, less no deductions. Respondents agree to hand deliver the check to the Commission within one (1) business day of Respondents receipt of the Agreement signed by Complainant. Complainant will pick up the check at the Commission and sign a form acknowledging receipt of the \$500 check.

13. Respondents agree to release Complainant from the terms of his rental agreement effective November 1, 2011. Respondents agree not to seek any monies from Complainant for terminating his rental agreement before its expiration date on July 31, 2012. Respondents agree they will not pursue recovery in small claims court or in any other process or proceeding for alleged cleaning and damages to the subject property by Complainant.

Signatures on Following Page (Page 5)

Town Square Residential Cooperative, RESPONDENT Date

Glacier Properties, RESPONDENT

Date

Neva Herndon, RESPONDENT

Date

Phil Horn, RESPONDENT

Date

L.W. Lequan Edwards, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION

Total Value to C \$5,765. R paid C \$500 cash settlement plus R waived C's rent due from 11-1-11 until C's lease expires on 7/31/11 $\$585 \times 9 \text{ months} = \$5,265$.